

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

QUANTUM COMMUNICATIONS, LTD, :  
Plaintiff :  
VS : AMENDED COMPLAINT  
: CASE NO. 1:17cv1640  
:   
EAGLE FORUM, EAGLE FORUM : (Honorable Yvette Kane)  
EDUCATION AND LEGAL DEFENSE :  
FUND, IAN A. NORTON, ROETZEL :  
AND ANDRESS, LPA, and EDWARD :  
MARTIN, JR., : JURY TRIAL DEMANDED  
Defendants :

\* \* \* \* \*

August 23, 2019

\* \* \* \* \*

Oral Deposition of Charlie Gerow, held in the  
offices of PREMIER REPORTING, LLC, 112 Market Street,  
Harrisburg, Pennsylvania, 17101, commencing at 1:42  
p.m., on the above date, before Colleen V. Wentz, RMR,  
CRR, a Professional Court Reporter and a Notary Public  
of the Commonwealth of Pennsylvania.

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P R O C E E D I N G S

(Proceedings commenced at 1:42 p.m.)

\* \* \* \* \*

CHARLIE GEROW, after having been duly sworn, was examined and testified as follows:

\* \* \* \* \*

EXAMINATION

BY MR. SCHLAFLY:

Q. Mr. Gerow, have you ever been deposed before?

A. I have.

Q. About how many times?

A. I think once.

Q. Was it in connection with Quantum Communications?

A. No.

Q. Do you understand the process of the deposition?

A. I do.

MR. SCHLAFLY: Let me introduce, as Gerow Exhibit 1, the Notice of Deposition. She's going to mark it. I'll ask you if you've seen that before.

(At this time, Gerow Exhibit 1 was marked for identification.)

THE WITNESS: Thank you.

1 BY MR. SCHLAFLY:

2 Q. Have you seen that document before?

3 A. No.

4 Q. Okay. You understand you're here pursuant  
5 to a Notice of Deposition.

6 A. I do.

7 Q. Fine.

8 A. Do you want me to put these in a particular  
9 place?

10 Q. Put them over closer to the court reporter,  
11 I guess.

12 A. Lay them right here.

13 Q. Okay. Did you authorize this lawsuit?

14 A. I did.

15 Q. And I'd like to introduce Harley Exhibit 2,  
16 which is a copy of the Amended Complaint. Do you recall  
17 reviewing that before it was filed?

18 A. I do.

19 Q. And did you approve it?

20 A. I'm sure I did.

21 Q. Are you suing for attorney's fees?

22 A. I don't see a specific claim in here right  
23 now, but it might be in here. I'd have to look more  
24 closely.

25 Q. It's always in the end on the last page

1 before the exhibit.

2 A. Yes.

3 Q. Has Quantum Communications paid any  
4 attorney's fees in this action?

5 A. Not to date.

6 Q. And why is that?

7 A. We haven't been asked to.

8 Q. I'm going to ask you a few more questions  
9 about that exhibit. If you could put that back in front  
10 of you.

11 If you could turn to paragraph 16, page 5  
12 and just review that paragraph again.

13 MR. BUTKOVITZ: Which paragraph?

14 MR. SCHLAFLY: Paragraph 16 on page 5.

15 BY MR. SCHLAFLY:

16 Q. And is that allegation true?

17 A. I believe it is.

18 Q. Turning to the next page, paragraph 17, on  
19 page 6, if you could read that paragraph.

20 A. Okay.

21 Q. And do you assert that that allegation is  
22 true?

23 A. Yes.

24 Q. Are there any modifications you'd like to  
25 make to that allegation as you sit here today?

1           A.       Well, to paragraph 16, he also spoke with  
2 me. Ed Martin also spoke with me to the same effect.  
3 And paragraph 17, I would leave as stands.

4           Q.       Paragraph 17 refers to terms -- and let me  
5 ask you this. Was this a conversation between Ed Martin  
6 and you in paragraph 17?

7           A.       Yes.

8           Q.       And in that conversation, did you discuss  
9 specific terms of an engagement?

10          A.       We did. We discussed the letter agreement  
11 that we had with Ian Northon. And he agreed to continue  
12 to work with us under the same terms and conditions that  
13 were set forth there, and he wanted some other things  
14 done, as well, which we said we would do.

15          Q.       And did you discuss any specific terms in  
16 that conversation referenced in paragraph 17 such as how  
17 much would be owed?

18          A.       Yeah. We specifically discussed a \$20,000  
19 month retainer.

20          Q.       And --

21          A.       Pardon me.

22          Q.       -- your testimony is that in this  
23 conversation that's referred to on or before October  
24 21st, 2016, in that conversation with Ed Martin, that  
25 there was a specific discussion of \$20,000?

1 A. Yes.

2 Q. And do you recall what the date of that  
3 conversation was in -- with more precision than what it  
4 says here?

5 A. No. I'm sure that I could have my  
6 recollection refreshed. But I don't recall the specific  
7 date three years later.

8 Q. Was anyone else on that conversation?

9 A. I don't know. There may have been. There  
10 may have been by speaker phone in our -- pardon me -- in  
11 our conference room, as we often did when we spoke with  
12 Ed.

13 Q. And who else might have been on that call?

14 A. Ken Robinson, Kevin Harley, myself, perhaps  
15 Ed Rollins. He often joined us, as well. But there may  
16 have been others.

17 Q. Was Ed Rollins in this office very often  
18 around that time?

19 A. No.

20 Q. So it would be unlikely that Ed Rollins was  
21 in the room on that call, right?

22 A. Highly unlikely. Yeah. In fact, I can say  
23 with pretty much assuredness that he was not. He may  
24 have been on the phone, though.

25 Q. Were other terms of this alleged agreement



1 discussed, such as the right to terminate it?

2 A. No.

3 Q. Were terms, such as when work product would  
4 be delivered, discussed?

5 A. No.

6 Q. Were terms, such as the specific scope of  
7 the work to be performed, rather the in general terms,  
8 but was there specific work that was discussed in this  
9 conversation?

10 MR. BUTKOVITZ: Objection to form.

11 THE WITNESS: There were several specifics  
12 discussed at that point. But Ed Martin made it very  
13 clear that it was going to be an evolving scope of work,  
14 that he would transmit to us on an ongoing basis. He  
15 was particularly concerned about having himself  
16 identified and branded as the successor to Mrs.  
17 Schlafly, and he wanted to make sure that that was one  
18 of the things that we were constantly keeping in mind.

19 BY MR. SCHLAFLY:

20 Q. Did you discuss the film projects on this  
21 call?

22 A. We discussed the possibility of doing it,  
23 yes.

24 Q. Did you discuss how many hours Quantum  
25 Communications would spend on the project?

1           A.       We did. I told him, you know, generally,  
2       what a project of that nature and magnitude would  
3       involve, and I don't know that we discussed a specific  
4       set number of hours because that would have been  
5       impossible to do.

6           Q.       With other clients, do you discuss sometimes  
7       how many hours certain things will take?

8           A.       We often give them a rough estimate. It's  
9       impossible to define specifically how long any job is  
10      going to take.

11          Q.       Well, I just don't mean -- I'm not speaking  
12      just in terms of duration, but also in terms of sort of  
13      number of hours per week that something would take?

14          A.       Yeah. I mean generally, our clients don't  
15      ask us how many hours, per se, something's going to  
16      take. We're not a law firm billing by incremental  
17      units. We're billing on a project basis and on a  
18      contractual basis.

19          Q.       Is your position that Ed Martin said he  
20      would pay or arrange for the payment of \$20,000 per  
21      month, regardless of how many hours in a given month you  
22      all spent?

23          A.       Yeah.

24          Q.       Have you ever entered into this type of  
25      alleged agreement with other clients?

1 A. Sure.

2 Q. Do you typically put the agreement in  
3 writing?

4 A. Not always. I would say more often than  
5 not. But not always, no. We have several clients that  
6 we worked for just recently where we didn't have written  
7 agreements.

8 Q. And it's based on a monthly retainer  
9 billing?

10 A. Yes.

11 Q. Without a written agreement?

12 A. Yes.

13 Q. And how long does that go on before there's  
14 some sort of written agreement?

15 A. In the one case, it's gone on for better  
16 than 10 years. In another case, it was a Fortune 500  
17 company that came to us at one point, their legal  
18 department said are you aware that we don't have a  
19 written agreement. I said yes, I am. And they said,  
20 you know, our chief of this project is a lawyer; you're  
21 a lawyer, you know. Maybe this would be a -- you know,  
22 something you'd want to do, and we did it. But we had  
23 gone on with that relationship for several years before  
24 we had a written agreement.

25 Most recently, we had project work that was

1 done without a written agreement.

2 Q. But it's safe to say that in most of your  
3 client relationships, there's a written agreement?

4 A. I would say most, but not necessarily  
5 appreciably beyond 50 percent.

6 Q. And when there is a written agreement, is  
7 that typically entered into after there's some sort of  
8 oral discussion as to the terms?

9 A. Yes.

10 Q. In this case, was there made -- was there  
11 any effort made to follow up on this discussion that's  
12 described in paragraph 17 with a written agreement?

13 A. I don't recall that there was, because we  
14 already had a written agreement.

15 Q. Was there any e-mail, any follow-up e-mail  
16 memorializing what's alleged here in paragraph 17?

17 A. I don't recall that there was.

18 Q. Was it your understanding that \$20,000 would  
19 be paid at the outset of this alleged agreement?

20 A. On our first billing, yes.

21 Q. And was that paid?

22 A. No.

23 Q. And did you -- did it occur to you that  
24 perhaps there's a misunderstanding?

25 A. No, because we asked about payment; we were

1 assured it was going to be coming -- forthcoming.

2 Q. And did Ed Martin ever provide any written  
3 assurances that he would pay \$20,000 a month?

4 A. Not specifically. But he had acknowledged  
5 that there was an agreement in place for the payment of  
6 \$20,000 a month that he was willing to continue.

7 Q. And are you saying that he acknowledged that  
8 in writing?

9 A. I just said he said. Not he wrote.

10 Q. And do you have a legal background?

11 A. I do.

12 Q. Do you have a law license?

13 A. I do.

14 Q. Do you still have one?

15 A. I do.

16 Q. Are you aware of the doctrine to acquiring  
17 mitigating damages?

18 A. I am.

19 Q. And what's your understanding of that  
20 doctrine?

21 MR. BUTKOVITZ: Objection to form.

22 THE WITNESS: I -- I -- I don't know that  
23 I'm going to be as precise on legal documentation -- or  
24 legal theory as I should be, so.

25 BY MR. SCHLAFLY:

1 Q. No. That's okay.

2 A. But I -- I don't know that there was any  
3 opportunity to mitigate damages. What we did was that  
4 we ceased to do work when it became very apparent that  
5 we were not going to get paid. And we told him that.  
6 We told him -- we gave him plenty of warning in that  
7 regard and told him that we would be unable to continue  
8 to work if we weren't paid. That was after we were  
9 promised, numerous times, that we were going to be paid  
10 and that we had, in fact, been paid.

11 Q. Were you ever paid?

12 A. No. Not a penny.

13 Q. And the question I'm asking is how long did  
14 you wait before you attempted to mitigate damages?

15 MR. BUTKOVITZ: Objection to form.

16 MR. FINA: Objection.

17 BY MR. SCHLAFLY:

18 Q. All right. Let me rephrase it. Did you  
19 ever attempt to mitigate damages?

20 MR. BUTKOVITZ: Object to form. It calls  
21 for a legal conclusion.

22 MR. FINA: Objection.

23 MR. SCHLAFLY: Well, he understands the  
24 term.

25 MR. BUTKOVITZ: It doesn't matter whether he

1 understands it. It still calls for a legal conclusion.

2 BY MR. SCHLAFLY:

3 Q. Fine. You can answer. Did you ever attempt  
4 to mitigate damages?

5 A. We ceased to do work for them at that point.  
6 Beyond that, I'm not sure how we would have mitigated  
7 damages. The large part of our services was our time.  
8 It's pretty tough to recoup time.

9 Q. And how long did it take you before you  
10 started mitigating damages?

11 MR. BUTKOVITZ: Objection to form.

12 MR. FINA: Objection to form.

13 BY MR. SCHLAFLY:

14 Q. When did you start mitigating damages?

15 MR. FINA: Object.

16 MR. BUTKOVITZ: Objection to form.

17 THE WITNESS: I've already answered that,  
18 too.

19 BY MR. SCHLAFLY:

20 Q. You didn't say when. I'm asking when did  
21 you mitigate damages?

22 MR. BUTKOVITZ: Objection to form.

23 MR. FINA: Objection.

24 BY MR. SCHLAFLY:

25 Q. Okay. You may answer.

1 MR. BUTKOVITZ: You're asking him a question  
2 about some conduct that he engaged in? You keep asking  
3 for a legal conclusion.

4 MR. SCHLAFLY: You can object. That's fine.  
5 He can answer. Are you instructing him not to answer?

6 MR. BUTKOVITZ: I'm not instructing him not  
7 to answer.

8 BY MR. SCHLAFLY:

9 Q. When did you start mitigating damages?

10 MR. BUTKOVITZ: Objection to form.

11 MR. FINA: Objection.

12 THE WITNESS: We ceased to do work in April  
13 of 2018.

14 BY MR. SCHLAFLY:

15 Q. Did you attempt to mitigate damages at any  
16 time before then?

17 MR. BUTKOVITZ: Objection to form.

18 MR. FINA: Objection.

19 THE WITNESS: Again, I'm not even sure how  
20 you would have gone about quote/unquote mitigating  
21 damages. I have no idea.

22 BY MR. SCHLAFLY:

23 Q. You have no idea?

24 A. No.

25 Q. Would stopping work mitigate damages?



1 MR. BUTKOVITZ: Objection to form.

2 MR. FINA: Objection to form.

3 THE WITNESS: Well, we could have stopped  
4 work, but we were constantly assured that we were going  
5 to be paid, and we operated in good faith on that basis.  
6 BY MR. SCHLAFLY:

7 Q. Did you continue to do the same amount of  
8 work from October 21st or thereabouts, 2016 and April of  
9 2018? Is that what you meant?

10 A. '17. I stand corrected.

11 Q. That's fine.

12 A. I stand corrected.

13 Q. That's fine.

14 A. Yeah. Just in case there's any question, I  
15 said 2018. It should have been 2017. The years all  
16 kind of run together.

17 MR. FINA: And when you terminated work  
18 under this contract?

19 THE WITNESS: Right. Correct.

20 BY MR. SCHLAFLY:

21 Q. That's fine. Did you do the same amount of  
22 work, roughly, without any reduction in work from  
23 October 21st, 2016 or thereabouts and April of 2017?

24 A. To the middle to end of March, yes.

25 Q. Did you deliver any video --

1 A. No.

2 Q. -- to --

3 A. Nor would we in ordinary course.

4 Q. Why not?

5 A. That's simply not our practice, nor is it an  
6 industry practice at all to deliver a video before it's  
7 completed. You wouldn't do that.

8 Q. Okay. Was the video ever completed?

9 A. The -- the project for Mrs. Schlafly's  
10 testimonial or memorial or whatever, no.

11 Q. Okay.

12 A. Came very close to it, but we did not -- we  
13 did not finally conclude it because we hadn't been paid  
14 at that point. And Mr. Martin knew the status of it.  
15 We reported it to him regularly.

16 Q. Did -- was the video interview of Faith  
17 Whittlesey ever completed?

18 A. Yes.

19 Q. That was completed?

20 A. Yes.

21 Q. Did you deliver that?

22 A. No. As I say, we would not have delivered  
23 any partial video until the final project was completed.  
24 Hers -- her interview was part of a series of interviews  
25 that we did in preparation and production of the

1 project.

2 Q. So you considered the film project of Faith  
3 Whittlesey to be part of the broader film project in  
4 interviewing others?

5 A. Yes.

6 Q. And did you stop work on that project  
7 because you weren't getting paid?

8 A. Yes.

9 Q. Did you ever deliver anything of value to Ed  
10 Martin in connection with that film project?

11 A. In connection with the film project? We  
12 were -- we delivered to him regular reports as to the  
13 status. We were in constant communication with him  
14 about the look, the feel, the story boarding, the use of  
15 particular pieces of film that would be part of it. He  
16 provided to us some still photos -- pardon me -- and  
17 some video, as well, that we reviewed. And we talked  
18 about those things with him on a very regular basis. We  
19 were concerned about the ability to use them for  
20 licensing reasons, etc. He was working with us to  
21 resolve those issues. So yeah, we had an awful lot of  
22 communication, but there was nothing to deliver, in  
23 terms of anything physical.

24 Q. So is it safe to say that with respect to  
25 the film project, Ed Martin never received anything of

1 value; is that right?

2 A. No. Absolutely not.

3 MR. FINA: Object.

4 BY MR. SCHLAFLY:

5 Q. What did he receive of value in connection  
6 with the film project?

7 A. He received an awful lot --

8 MR. BUTKOVITZ: I didn't hear what the end  
9 of -- the tail end of that question was. Just try and  
10 keep -- you kind of shut off at the end.

11 (The Reporter read back the referred-to  
12 portion of the record.)

13 MR. BUTKOVITZ: I thought I heard something  
14 after that.

15 THE WITNESS: He received our presence in  
16 Saint Louis at his direction with a film crew to conduct  
17 numerous interviews over several days and to film Mrs.  
18 Schlafly's home, etc. He received regular communication  
19 from us and our consultation on the development of this  
20 project, both with respect to the concepts and the  
21 specific elements of the video.

22 He received direction and support from us  
23 with respect to materials that he had that he wanted  
24 included in the film, and the process of getting the  
25 legal right to use those pieces.

1 BY MR. SCHLAFLY:

2 Q. What value does that have? What value do  
3 you place on that?

4 A. I place --

5 MR. BUTKOVITZ: Object to form.

6 MR. FINA: Objection.

7 THE WITNESS: I would place far more than  
8 the monthly retainer we were receiving -- we do an awful  
9 lot of -- I shouldn't say an awful lot -- we do -- we  
10 have done several of these types of projects and have  
11 been compensated for them very handsomely.

12 BY MR. SCHLAFLY:

13 Q. And those examples that you were just  
14 mentioning, did you deliver film product to the client?

15 A. At the end of the production, yes.

16 Q. Okay. In this case, you did not deliver any  
17 film product.

18 A. We didn't get there because Mr. Martin  
19 didn't pay us.

20 Q. So I'm trying to understand why you think  
21 Martin got something of value in connection with the  
22 film project when --

23 MR. BUTKOVITZ: Objection.

24 BY MR. SCHLAFLY:

25 Q. -- you didn't deliver any film to him.

1 MR. BUTKOVITZ: Objection to form.  
2 Argumentative at this point.

3 THE WITNESS: It is argumentative, but I'm  
4 happy to answer it because there is value to our time,  
5 expertise, talent, and experience, that he paid for and  
6 that he was regularly communicated with regarding. And  
7 we, you know, clearly provided value to him because he  
8 didn't have to go out and find somebody else to film the  
9 dedication of his building, which we did for him. He  
10 didn't have to go out and find somebody else to film all  
11 of the folks that he wanted interviewed for this  
12 project. He didn't have to go out and find somebody  
13 else that would film he, himself, in connection with  
14 this project or to go to Ambassador Whittlesey's place  
15 of residence to film her. So that has value. That has  
16 tremendous value.

17 BY MR. SCHLAFLY:

18 Q. Okay. How much value does it have?

19 MR. BUTKOVITZ: Objection to form.

20 MR. FINA: Objection.

21 THE WITNESS: It has -- it has at least as  
22 much value as what we were compensated for, perhaps  
23 more.

24 BY MR. SCHLAFLY:

25 Q. Can he sell that to somebody else?

1           A.       He could have sold the final product, had he  
2       paid for it.

3           Q.       But he didn't get the final product.

4           A.       No.    Because he didn't pay us.

5           Q.       And I'm asking you what he did receive?   Can  
6       he sell that to somebody else for something?

7                   MR. FINA:   Objection.

8                   MR. BUTKOVITZ:   Objection to form.

9                   MR. FINA:   How can anybody even answer that  
10      question?

11      BY MR. SCHLAFLY:

12           Q.       You can't answer.   Okay.   Fine.

13                   MR. FINA:   That's ridiculous.

14      BY MR. SCHLAFLY:

15           Q.       Turn to Count 2 of your Complaint, that you  
16      approved.   And --

17                   MR. FINA:   What page?

18      BY MR. SCHLAFLY:

19           Q.       Read what it says.   Page 12, your own  
20      Complaint.   And read what it says under Count 2.   Read  
21      the first two words there.

22           A.       The allegations contained in the foregoing  
23      paragraphs.

24           Q.       No.    I'm actually referring to the bold part  
25      there.

1 A. You asked me to what was under Count 2.

2 Q. Right. In the parentheses, Unjust  
3 enrichment.

4 A. Unjust enrichment pled, in the alternative,  
5 to breach of contract.

6 Q. Okay. How much do you think Ed Martin was  
7 unjustly enriched due to your work?

8 A. Specifically on the video project --

9 Q. Yes.

10 A. -- or over everything?

11 Q. No. Specifically on the video project. How  
12 much do you think he was unjustly enriched?

13 MR. BUTKOVITZ: Object to form.

14 MR. FINA: Objection. Calls for a legal  
15 conclusion.

16 THE WITNESS: Yeah. And I -- you know, I  
17 would simply throw out a number. I would guess probably  
18 \$75,000 worth of work was done on that project, if not  
19 more.

20 BY MR. SCHLAFLY:

21 Q. That's not what I asked you.

22 A. I just told you.

23 Q. I asked you how much do you think Ed Martin  
24 --

25 A. I just told you. You asked me a question,



1 and I answered it.

2 Q. Okay. Ma'am, if you could read back the  
3 question.

4 (At this time, the Reporter read back the  
5 referred-to portion of the record.)

6 THE WITNESS: I think --

7 MR. FINA: He's answered that question.

8 MR. SCHLAFLY: He didn't.

9 THE WITNESS: I did. I did.

10 MR. SCHLAFLY: Okay. Ma'am, if you could  
11 read it -- read the answer, if you don't mind.

12 (At this time, the Reporter read back the  
13 referred-to portion of the record.)

14 BY MR. SCHLAFLY:

15 Q. I'm not asking about work that was done.  
16 I'm asking how much Ed Martin was unjustly enriched.

17 A. At least --

18 MR. BUTKOVITZ: Objection. I mean you're  
19 construing the Complaint and trying to parse out  
20 services that were provided. That's not what's pled  
21 here, and it's not appropriate subject for a deposition.

22 BY MR. SCHLAFLY:

23 Q. If you're not going to answer, I'll move to  
24 strike the allegation. How much do you think Ed Martin  
25 --

1 MR. FINA: You can move to strike whatever  
2 you want. He's answered that question.

3 THE WITNESS: I have. And I'll answer it  
4 again.

5 BY MR. SCHLAFLY:

6 Q. You haven't answered it.

7 A. I will answer it again, okay, in case there  
8 was a problem with the English language here. At least  
9 \$75,000 and perhaps more.

10 Q. So Ed Martin is \$75,000 or more richer  
11 today, as we sit here today --

12 MR. BUTKOVITZ: Objection to form.

13 MR. FINA: Objection.

14 BY MR. SCHLAFLY:

15 Q. -- because of that film project? Is that  
16 your testimony?

17 MR. BUTKOVITZ: Objection to form.

18 MR. FINA: Objection.

19 THE WITNESS: Do you want me to answer it?

20 MR. FINA: You've already answered it.

21 THE WITNESS: I have. We can answer it seven  
22 or eight more times, if you'd like.

23 BY MR. SCHLAFLY:

24 Q. You're saying Ed Martin is \$75,000 richer or  
25 more because of your work on the film project.

1 A. Because what Ed Martin --

2 MR. BUTKOVITZ: Objection to form. Calls  
3 for a legal conclusion.

4 MR. FINA: Objection.

5 MR. BUTKOVITZ: The document speaks for  
6 itself.

7 MR. FINA: Misconstrues the law --  
8 misconstrues the law, misconstrues the Complaint,  
9 misconstrues the facts.

10 BY MR. SCHLAFLY:

11 Q. You can answer the question.

12 A. I did.

13 Q. You're not going to tell me whether Ed  
14 Martin is \$75,000 richer today?

15 MR. FINA: Objection.

16 THE WITNESS: I have answered your question  
17 numerous times.

18 BY MR. SCHLAFLY:

19 Q. I'm going to take this up with the Judge.

20 A. Please do.

21 MR. FINA: Please do.

22 BY MR. SCHLAFLY:

23 Q. It's a simple question. Is Ed Martin  
24 \$75,000 richer --

25 A. Again -- again --

1 Q. Let me finish my question. Is Ed Martin  
2 \$75,000 richer because of your work on the film project?

3 MR. BUTKOVITZ: Objection to form.

4 THE WITNESS: He personally is not.

5 BY MR. SCHLAFLY:

6 Q. Okay.

7 A. But the entities which he purports to  
8 represent certainly received a great deal of value from  
9 us and are enhanced by that. And if they had concluded  
10 the project, they would have everything.

11 Q. But that's not -- I'm not asking you about  
12 hypotheticals.

13 A. I'm not -- I'm answering a hypothetical.

14 Q. You are. You're saying if they concluded.  
15 I'm not asking you if they concluded. I'm saying are  
16 the entities \$75,000 richer --

17 A. Yes.

18 Q. -- today because of your work on the film  
19 project?

20 A. Yes.

21 MR. BUTKOVITZ: Just -- I didn't get a  
22 chance. Objection to form and just put on the record  
23 that's argumentative at this point. It's been asked and  
24 answered multiple times. And I just want to have a  
25 clear record before this gets in front of the Judge on

1 the impending discovery motion.

2 BY MR. SCHLAFLY:

3 Q. Did you promise to promote Phyllis Schlafly  
4 at CPAC in February of 2017?

5 A. No. We were asked by Mr. Martin to promote  
6 himself as a speaker promoting Phyllis Schlafly, and we  
7 did that.

8 Q. How did you do that?

9 A. I attempted to have Ed speak at CPAC. That  
10 request was rejected.

11 Q. And do you have an official position at  
12 CPAC?

13 A. I do.

14 Q. What's your position?

15 A. Currently, I'm the vice chairman of the  
16 American Conservative Union, which sponsors CPAC.

17 Q. Were you vice chairman then?

18 A. I don't think so. I think I was simply a  
19 board member. I was chairman of a couple of committees,  
20 but I was not the vice chairman at that point.

21 MR. FINA: Were you done with your original  
22 answer where you were cut off?

23 THE WITNESS: With respect to the -- the  
24 attempts to promote Mrs. Schlafly at CPAC? Yeah. I  
25 mean Ed and I had numerous discussions about that and

1 what the best way to do it was. It was not anticipated  
2 that was going to be part of the program. Ed and I both  
3 thought it would be a good idea, and he wanted to be a  
4 speaker on the main stage. It was principally that was  
5 the thing that he wanted done. There was no way, given  
6 the legal problems that he was involved in at that  
7 point, that ACU was going to say yes to that and get  
8 involved in a cat fight between conservative  
9 organizations. So I went back to Ed and said why don't  
10 we see if we can't get the book that you'd like  
11 distributed put at the various tables at the Reagan  
12 dinner, which is the main dinner at CPAC. And that's  
13 what ultimately was done.

14 BY MR. SCHLAFLY:

15 Q. How do you know that was done?

16 A. Pardon me?

17 Q. How do you know that was done?

18 A. Because I did it myself.

19 Q. You put the books out yourself?

20 A. I did.

21 Q. You personally put the books out at each  
22 place setting?

23 A. I personally -- not at every one. I had  
24 some help from some of my staff. But Mr. Martin simply  
25 had cartons of books delivered to the hotel. They

1 weren't even paid for to be brought upstairs. I used my  
2 own personal credit card to have that done. And yes, I  
3 personally cut open the boxes, took out the books,  
4 placed them at each and every one of the tables until we  
5 ran out of books. And I did that with the help of  
6 Brandon Posner from my office and one other person that  
7 gave us a hand.

8 Q. And where did you put it on the table? I  
9 mean how did --

10 A. We put them on every chair.

11 Q. You put them on the chair?

12 A. We put them on the chair.

13 Q. It wasn't every chair because you said you  
14 ran out, right?

15 A. We put them on every chair so long as we had  
16 books. There were several hundred books, I'd guess  
17 probably 6- or 700 books that were sent. I can't recall  
18 exactly.

19 Q. Do you have any photographs of that?

20 A. It's not my custom to take photographs of  
21 books on chairs.

22 Q. And you say Brandon Posner helped you with  
23 this?

24 A. He did.

25 Q. Did you get any feedback about it?

1 A. Not particularly.

2 Q. Anybody at ACU approve it?

3 A. Yes.

4 Q. Who was that?

5 A. Probably Dan Schneider, but I spoke to both  
6 he and Matt and Karen Walters -- Karin Walters about it.

7 Q. Matt Schlapp?

8 A. Matt Schlapp, yes.

9 Q. Did you receive any feedback about it?

10 A. About what.

11 Q. About the books?

12 A. I already answered that question.

13 Q. You did?

14 A. Yes. And the answer was no, I did not.

15 Q. Where did you sit at that dinner? Did you  
16 attend the dinner yourself?

17 A. I did.

18 Q. Where did you sit?

19 A. At a table front and center in the  
20 auditorium.

21 Q. VIP table?

22 A. I assume so. Board table. Yes.

23 Q. Did you put books on those chairs?

24 A. Yes.

25 Q. Who else was at your table?



1 A. I don't recall.

2 Q. Did you do any other promotion in connection  
3 with that event?

4 A. Yeah. I asked Matt to mention Mrs.  
5 Schlafly from the stage, which he did. And that was the  
6 -- that was the additional promotion that we did.

7 Q. And what part of the program did he mention  
8 her?

9 A. I don't recall.

10 Q. And you're saying it was Matt Schlapp who  
11 did that?

12 A. Pretty sure. Not 1,000 percent certain, but  
13 one of the folks from ACU did.

14 Q. Would that have been prior to the keynote  
15 address?

16 A. Yes.

17 Q. Do you remember who gave the keynote  
18 address?

19 A. Pardon me?

20 Q. Do you remember who gave the keynote  
21 address?

22 A. I don't.

23 Q. Was is it Michael Reagan?

24 A. It could have been. It could have easily  
25 been. In fact, I believe it was, now that you say that.

1 I've -- I'm -- I'm -- I believe it was.

2 Q. Did you provide any report to Ed Martin  
3 about your activities?

4 A. I sure did.

5 Q. Have you produced those documents?

6 A. I don't know -- I don't have them with me  
7 today. I'm not sure it was all in documented form,  
8 although my recollection is that we sent him an e-mail  
9 because there was an issue with the delivery of the  
10 books. We had to pay to have them brought upstairs out  
11 of a loading dock at the Gaylord Center. And as I said,  
12 I paid that personally. The hotel wanted an additional  
13 fee to distribute them, but we negotiated with the  
14 hotel, on the fly, to allow us to distribute them  
15 ourselves and not have them charge an additional several  
16 thousand dollar fee.

17 Q. I don't see any e-mail about that. Do you  
18 think you would have communicated with Ed Martin by  
19 e-mail on this? Is that how you typically communicated  
20 with him?

21 A. Typically by telephone on something like  
22 this, but I may have sent an e-mail, as well. But I was  
23 on the phone with Ed on the day of the dinner because of  
24 this snafu with having not paid the fees to have them  
25 delivered upstairs.

1 MR. FINA: I would refer Counsel to QC 96,  
2 which -- and this is not the only, I think, document in  
3 here. But the clear listing on an invoice regarding  
4 Gaylord Center book delivery. I would also, for the  
5 record, when you say the production, this is the Rule 26  
6 production. This is not a production in response to any  
7 discovery requests by Defendants.

8 BY MR. SCHLAFLY:

9 Q. All right. If you turn to that QC 96. It  
10 should be -- I don't know --

11 A. It's not part of our Complaint.

12 Q. Maybe that's the extra copy I had. I  
13 brought an extra copy.

14 MR. FINA: No. This is mine. Well, I don't  
15 know. It doesn't matter whose it is.

16 MR. SCHLAFLY: This is Exhibit 34. I don't  
17 know if Mr. Harley took his copy. It doesn't matter.

18 MR. BUTKOVITZ: I have extra copies of it  
19 that I brought myself. So if you want to use it as a  
20 substitute and remark it? This is the entire QC --

21 MR. SCHLAFLY: Yeah. Exhibit 34. We've  
22 used it before.

23 MR. FINA: I have two copies, too. You can  
24 use that.

25 BY MR. SCHLAFLY:

1 Q. All right. Sir, so I'm referring you to  
2 this book delivery --

3 A. Um-hum.

4 Q. -- charge.

5 A. Um-hum.

6 Q. And do you know what that was for?

7 A. Yeah. That was a fee that I paid for the  
8 folks at the Gaylord Center to take the books from the  
9 loading dock to the auditorium where the dinner was  
10 held.

11 Do you need this?

12 MR. FINA: You can hold on to it.

13 BY MR. SCHLAFLY:

14 Q. How did you pay it?

15 A. Pardon me?

16 Q. How did you pay it?

17 A. Credit card.

18 Q. Did you pay that with the hotel concierge or  
19 something? Who did you pay it to? Who did you give the  
20 credit card to?

21 A. I gave it to the folks at their front  
22 office, I believe. I went right to the manager's office  
23 and paid it there because we had to negotiate our  
24 ability to take the books once they were upstairs and  
25 deliver -- distribute them to the various tables.

1 Initially, they were not going to allow us to do that.  
2 They were going to charge us to do that.

3 Q. Do you know what time of day that was,  
4 roughly?

5 A. It was in the afternoon.

6 Q. Have you ever referred any potential donors  
7 to Ed Martin or any of the Eagle Forum entities?

8 A. I don't know. We held a reception for Eagle  
9 Forum in Washington D.C., and there were folks that came  
10 there that, you know, may have turned out to be donors  
11 or were quote/unquote potential donors. But  
12 specifically, I wasn't taking folks out to meet Ed  
13 Martin who were potential donors.

14 Q. Are you in touch with donors in the course  
15 of your other work at Quantum Communications --

16 A. Sure.

17 Q. -- people that donate to political causes?

18 A. Yes.

19 Q. Have you ever referred any of them to any of  
20 the Eagle Forum entities?

21 A. Specifically said why don't you go make a  
22 contribution to Eagle Forum?

23 Q. (Nodded his head.)

24 A. Not that I recall.

25 Q. Do you have a regular radio or television

1 show here in Harrisburg?

2 A. Yes.

3 Q. Which is it? Radio or television?

4 A. Both.

5 Q. Okay. Have you ever mentioned Phyllis  
6 Schlafly or any of the Eagle Forum entities on your  
7 show?

8 A. I'm sure I have.

9 Q. Well, do you recall doing it?

10 A. Yes.

11 Q. You do?

12 A. I don't know specifically what date or time.  
13 But I'm on several times a week. So --

14 Q. Right. Do you recall doing it in the time  
15 frame we're talking about here, which would be --

16 A. Yes, because --

17 Q. -- October through --

18 A. I remember specifically talking about her  
19 around the time of the 2017 inauguration and the role  
20 that she had played in the election.

21 Q. And that would be in the transcripts of  
22 these shows that are made available?

23 A. To the extent that they exist. I don't have  
24 them. We don't transcribe them, that's for sure.

25 Q. Now, you mentioned sponsoring or hosting an

1 event in D.C.

2 A. Yes.

3 Q. Were you the host of the event?

4 A. We acted as the host. We certainly did  
5 that. Ed Martin and Eagle Forum were the host of the  
6 event. But we were there before Mr. Martin arrived, and  
7 we were there long after he left. He felt it necessary  
8 for him to leave before the event even concluded.

9 Q. Did you -- the event was at a restaurant,  
10 right?

11 A. Yes.

12 Q. And it was just an upper floor of a  
13 restaurant; is that right?

14 A. Yes. Yes.

15 Q. And did you incur any charges by the  
16 restaurant in connection with the event?

17 A. Did Quantum Communications?

18 Q. Yes.

19 A. No. It was paid for by Eagle Forum.

20 Q. Yeah. Did Quantum Communications reserve  
21 the space?

22 A. Yes.

23 Q. But --

24 A. Let me back up. I believe that we did. We  
25 retained the services of a friend of ours with whom we

1 do a lot of work in Washington D.C., specifically to  
2 help us identify a place for this because Ed's ability  
3 to make a decision on this ran in to very close  
4 proximity to the event itself.

5 And space was very, very tough to come by.  
6 And -- his name is Robert Heckman, Bob Heckman  
7 identified several locations that were possible,  
8 including a couple that were not ordinarily open on  
9 Saturday. But because of relationships that he had,  
10 were willing to open on Saturday. Finally we concluded  
11 that Joe's Stone Crab or whatever it's called, I think  
12 it's Joe's Stone Crab was the best location. And I  
13 believe that Bob, through a woman in D.C., that worked  
14 for Eagle Forum procured that specifically. But Bob was  
15 clearly working with us and as a contractor to us.

16 Q. Did you pay Bob Heckman any money for this?

17 A. We did not because we did not get paid. We  
18 owe him \$2,000.

19 Q. For that event?

20 A. Yes.

21 Q. I'm looking here at QC 70, which I think you  
22 still have open there. Is there any reason why this  
23 charge by Bob Heckman is not on QC 70?

24 A. It is. It says list rental contact calls  
25 for 121 event. We paid Bob to rent lists from him and



1 to have his staff make calls to generate attendance at  
2 this event, which was a serious concern of ours that  
3 there would not be an event at which nobody showed up or  
4 very few people showed up.

5 And Bob and his staff did the yeomen work in  
6 providing high-end lists of folks that they work with in  
7 the conservative community and to making calls. And Bob  
8 also was asked by us and did, in fact, procure the  
9 location.

10 Q. Without paying for it?

11 A. Yes. He knew that when we were paid, he  
12 would be paid.

13 Q. No. No. I mean he procured the location.  
14 But he didn't put a down payment on -- down for the  
15 location?

16 A. I don't --

17 Q. He didn't pay for the location?

18 A. I don't believe he did. No. I think Eagle  
19 Forum used their credit card for it.

20 Q. Did he ask for RSVP's to the event?

21 A. RSVP's were asked for, yes, because the  
22 invitation called for an RSVP.

23 Q. Okay. And did you -- did Quantum  
24 Communications receive some RSVP's?

25 A. I don't -- I don't -- we did, but we were

1 always passing them on to the folks in Washington.

2 Q. The folks being Bob Heckman?

3 A. No. A woman, I think her name was Rebecca.  
4 I could be wrong about the name.

5 Q. Yeah. Rebecca is a woman who works with --

6 A. Yeah. Through her.

7 Q. All right. Did you give her any e-mail  
8 lists or Ed Martin? Did you give her, Rebecca, or Ed  
9 Martin any e-mail lists?

10 A. Did we provide them with our propriety list?

11 Q. Let's start with that.

12 A. No, we did not, nor would we have.

13 Q. Did you provide them with e-mail lists of  
14 people who had responded in a positive way?

15 A. But were not going to attend?

16 Q. Well, attend or not attend. Just people who  
17 responded. You're building an e-mail list. I mean did  
18 you respond on -- did you provide an e-mail list of  
19 people who were interested in the event?

20 A. I don't know that we got any hey, I'm really  
21 interested in Eagle Forum, but I'm not going to attend.  
22 We either got an RSVP, we'll be there --

23 Q. Okay.

24 A. -- or we didn't get anything.

25 Q. Okay. In general, let me just ask this

1 generally. Has Quantum Communications ever provided any  
2 e-mail list to Ed or the Eagle entities?

3 A. No, and we weren't under any obligation to  
4 do so.

5 Q. Is it your position that Quantum  
6 Communications should be paid what it demands in this  
7 lawsuit without providing any of the video?

8 MR. BUTKOVITZ: Objection to form.

9 THE WITNESS: My position is that Quantum  
10 Communication should be paid what it was obligated to be  
11 paid under the terms of our agreement.

12 BY MR. SCHLAFLY:

13 Q. And is it your position you still do not  
14 have to provide them the video? Even if you are paid,  
15 you would still not be required to provide the video?

16 A. If we were paid and he wanted the raw  
17 footage, I would provide it to him.

18 Q. Are you familiar with the so-called DeFund  
19 Berkeley project?

20 A. Yes.

21 Q. What did you all do in connection with the  
22 DeFund Berkeley project?

23 A. This was another of Ed's, you know, ideas  
24 that just kind of bubbled up. He had an awful lot of  
25 ideas from time to time which he would blow by us. And

1     there was some incident, I don't recall what it was, at  
2     the Berkeley campus that enraged conservative activists,  
3     and Ed wanted to take advantage of that. And he asked  
4     us to put up a website and buy some digital advertising,  
5     which we did on his behalf. And Brandon Posner took  
6     care of that project for us.

7           Q.     Did you acquire some e-mail addresses in  
8     connection with that project?

9           A.     I believe we did.

10          Q.     Did you provide those to Eagle Forum?

11          A.     I don't know. Brandon may have. I don't  
12     know. I know he -- I know he acquired lists. And if he  
13     was asked for them, he probably gave them to him. He  
14     was dealing with Ed on that most of the time.

15          Q.     Did Brandon work for you?

16          A.     Um-hum, yes.

17          Q.     Wouldn't he have asked your approval in  
18     order to provide e-mail addresses that belonged to  
19     Quantum Communications?

20                 MR. BUTKOVITZ: Objection to form.

21                 THE WITNESS: Not necessarily.

22     BY MR. SCHLAFLY:

23          Q.     What sort of expenses did you incur with  
24     this DeFund Berkeley campaign? Anything significant?

25          A.     I -- I have to be candid. I don't

1 completely recall how the expenses on that were paid.  
2 There were expenses because we had to get domain  
3 reservations and that kind of thing. But I don't  
4 recall, beyond that, how much expense was actually  
5 incurred. It was relatively nominal. Am I --

6 Q. That's okay.

7 A. Yeah. I mean Counsel's showing me a  
8 document that says that service \$1,778 --

9 Q. What -- which Bates Stamp is that?

10 A. It says DeFund Berkeley costs, website  
11 building.

12 Q. Right. There's a Bates stamp at the bottom?

13 A. Oh, QC 00089.

14 MR. FINA: 89. It's an attachment e-mail  
15 dated April 4th, 2017.

16 BY MR. SCHLAFLY:

17 Q. In terms of these expenses, did you give Ed  
18 Martin notice -- prior notice --

19 A. Always.

20 Q. -- of what the actual amount of the  
21 expenses?

22 A. Always. Well, I mean, in certain instances,  
23 we couldn't give him the exact amounts.

24 Q. No --

25 A. But we discussed every single expense and

1 every single one was at his direction and, in fact, at  
2 his request. We did nothing that's been invoiced in  
3 terms of expenses that Ed Martin didn't specifically  
4 direct and approve.

5 Q. Well, but did you give notice as to an  
6 estimate of what the expenses would be?

7 A. Well, with airfare, I'm sure we told him  
8 exactly what the airfare was, because that was purchased  
9 in advance, and it was going to Saint Louis. With  
10 respect to the lodging, Mr. Martin had told us that we  
11 were going to be on a master account and wouldn't have  
12 to worry about it. So we plunked down credit cards at  
13 the front desk to quote/unquote pay for incidentals; and  
14 when we were checking out, we found out that there was  
15 no master account, or if there was, that we weren't a  
16 part of it, and we had to pay for the whole freight.

17 So no, we did not, in advance, tell him what  
18 the room rate was at the hotel that he had procured  
19 numerous rooms at himself.

20 And with respect to the video shoots on  
21 location, we most certainly discussed those with Mr.  
22 Martin down to the penny of what it was going to cost  
23 for those to be done.

24 Q. Do you have any evidence of that, of those  
25 discussions?

1 A. Telephone.

2 Q. Wouldn't that be in an e-mail? For example,  
3 airfare, it's over \$3,000.00. Do you got any e-mail  
4 that gives him notice of hey, we're going to spend over  
5 \$3,000 flying to Saint Louis?

6 A. There were four people going to Saint Louis  
7 at, relatively-speaking, the last minute because again,  
8 Ed's proclivity for making last-minute decisions was  
9 such that we couldn't purchase that airfare 30 days in  
10 advance, for example.

11 Q. Okay. But did you give notice that Ed,  
12 sure, we're interested in helping. But this is going to  
13 cost more than 3 grand --

14 A. It wasn't that we were interested in  
15 helping. I --

16 Q. -- just to get -- just to get a crew there  
17 to film.

18 MR. FINA: Let him finish his question.

19 MR. SCHLAFLY:

20 Q. That's all I'm asking. Did you give him  
21 notice? Yeah, sure. We'd like to do -- yeah, Ed,  
22 that's fine. We're happy to help. But it's going to  
23 cost you more than 3 grand just to get someone to run  
24 the camera, just to get them there and run the camera?

25 A. We -- we were very, very clear about what it

1 was going to cost to have people there running  
2 multiple cameras with multiple folks doing the shoots,  
3 etc. We were as clear as could be.

4 Q. Do you got any evidence of that? I mean you  
5 were having e-mails back and forth. You've got a lot of  
6 e-mails here. Is there a single e-mail here that  
7 mentions that?

8 A. I -- I don't know that I have any notes that  
9 I took of telephone conversations. That wasn't  
10 typically the way we did it. I don't know because I  
11 don't have any e-mails in front of me, whether or not  
12 there were, in fact, e-mails that went back and forth on  
13 this. But I am sure, beyond any difficulty of  
14 recollection, that we specifically discussed what it was  
15 going to cost to do these shoots, what it was going to  
16 cost to transport people there, etc. And there was  
17 never any objection raised by Mr. Martin during that  
18 period of time or after that period of time to any of  
19 these expenses being incurred. And in point of fact, he  
20 offered to pay them, but never did.

21 Q. I'd like to see some evidence, if you can  
22 point to any evidence of Ed Martin offering to pay more  
23 than \$3,000 to have someone film something -- just to  
24 fly out there to film.

25 A. I'm -- I'm -- again --



1 MR. BUTKOVITZ: Objection to form.

2 THE WITNESS: -- I don't have the stack of  
3 e-mails in front of me. But I'm relatively sure that's  
4 in writing.

5 BY MR. SCHLAFLY:

6 Q. And that that was advanced notice. I know  
7 afterwards, he complained about it. I'm just wondering  
8 --

9 A. No. Afterwards, he said he was going to pay  
10 the expenses.

11 Q. That's not what I'm asking. I'm asking if  
12 you gave him notice beforehand.

13 A. Of course we did.

14 Q. Well, I'm not asking of course. I'm looking  
15 --

16 A. You asked did we. And I said of course we  
17 did, prior to our leaving for St. Louis.

18 Q. Did you -- did you do it by e-mail?

19 A. I don't know. I don't have the e-mails in  
20 front of me.

21 Q. Did you settle with other parties in this  
22 case?

23 A. When you say settle with other parties?

24 Q. Quantum Communications? Have you settled  
25 with other Defendants in this case?

1 MR. FINA: I'm going to object to form.  
2 Calls for a legal conclusion.

3 THE WITNESS: I believe that one of the  
4 Defendants has been removed as a party, if that's what  
5 you're asking.

6 BY MR. SCHLAFLY:

7 Q. And did you approve that?

8 A. I did.

9 Q. And did they pay anything as part of that?

10 A. No.

11 Q. And did you approve that?

12 A. Yes.

13 Q. Are you familiar with the type of entity  
14 Eagle Forum Education and Legal Defense Fund is?

15 A. When you say familiar with the type --

16 Q. Are you familiar that it's -- do you realize  
17 it's a charity?

18 A. I suppose, yes.

19 Q. Do you have other clients that are  
20 charities?

21 A. We have.

22 Q. Do you have other clients today who are  
23 charities?

24 A. I believe we do.

25 Q. Do you have retainer agreements where you

1 bill the charities 20 grand a month?

2 A. We have retainer agreements with them, yes.

3 Q. And how much do you bill them a month?

4 A. I don't know specifically because I'm not  
5 sure exactly which ones might be -- but we have  
6 certainly had retainers that were far in excess of  
7 \$20,000 a month.

8 Q. I'm asking with respect to charities.

9 MR. BUTKOVITZ: Just to be clear on the  
10 record, when you say charities, are you referring to  
11 something defined under the tax codes of 501c3?

12 BY MR. SCHLAFLY:

13 Q. Charities are 501c3. Roughly synonymous.

14 A. Yeah, and I'm not always specifically clued  
15 in as to the various provisions of the Internal Revenue  
16 Code that various entities avail themselves, but yeah, I  
17 do believe that either C3 or C4s in the past have paid  
18 us in excess of 20,000 -- pardon me, \$20,000 a month in  
19 retainers.

20 Q. Can you identify any of them? I'm just  
21 trying to determine if they're -- if they have any  
22 similarities to Eagle Forum Education and Legal Defense  
23 Fund. That's why I ask. I'm not trying to probe your  
24 other businesses. But I'm just trying to see if you've  
25 ever entered into a relationship with another charity

1 that is similar to what you're alleging against Eagle  
2 Forum Education and Legal Defense Fund?

3 A. There have been entities that we entered  
4 into relationships for far in excess of \$20,000 that  
5 were -- I -- I would -- again, I don't know that they  
6 were 501c3s. They may have been 501C4s now that I think  
7 about it, but they certainly provided a charitable  
8 purpose.

9 Q. Well, it isn't, though. I mean C4 is a  
10 different entity.

11 A. Okay.

12 Q. So I'm asking about 501c3s. 501c3s.

13 A. I don't know.

14 Q. -- the donors get a tax deduction. It's for  
15 public good.

16 A. I don't know.

17 Q. You don't know. So you can't identify, as  
18 you sit here today, any entity that's 501c3 in which you  
19 have had a similar retainer agreement as you allege in  
20 this case?

21 A. Not as I sit here today.

22 MR. BUTKOVITZ: Objection. Form. Vague and  
23 ambiguous. I don't know what mean by similar.

24 BY MR. SCHLAFLY:

25 Q. I'll try to clarify this to be -- just to be

1 sure. Can you think of any other client that is a 501c3  
2 organization in which you have had a monthly retainer  
3 agreement in excess of \$10,000 a month?

4 A. 10,000.

5 Q. In excess of 10,000. I'm just trying to  
6 establish a floor on it.

7 A. I believe so. Yeah. I -- I think the  
8 Vietnam Veteran's Legacy Foundation was in excess of  
9 that.

10 Q. And when was that, just roughly?

11 A. 2005, 2006.

12 Q. And was that relationship less than two  
13 years in duration?

14 A. No. It went on for quite a while. I don't  
15 know -- I don't recall specifically how long. But it  
16 went on for quite a while. It was -- I think they were  
17 formed in 2005. It might have been 2006 when we had  
18 them as clients for several years, up until the time  
19 that the principal got -- had serious health problems.

20 Q. And was the termination because the  
21 principal had health problems?

22 A. Yeah. The entity didn't thrive once he had  
23 serious health problems.

24 Q. And what was the nature of the work you did  
25 for them?

1           A.       We did promotional work for them; we did  
2 video projects for them; we did a variety of public  
3 relations activity for them.

4           Q.       And did you send them bills without  
5 itemizing the work done?

6           A.       Yes.

7           Q.       It was just \$20,000 a month or whatever?

8           A.       Yes. Ordinarily, our retainers simply say  
9 for professional services rendered and the amount.

10          Q.       And is that the only other entity that falls  
11 in this category of 501c3?

12          A.       The only one that I can recollect right at  
13 this instant. There -- there may have been others. I  
14 would have to go back through an awful lot of years of  
15 involvement.

16          Q.       Have you been with Quantum Communications  
17 since the beginning?

18          A.       Yes.

19          Q.       And are you familiar with all of your  
20 clients at any given time?

21          A.       Pretty much.

22          Q.       And Quantum Communications does not enter  
23 into a relationship with a new client without your  
24 involvement, right?

25          A.       No. No. There have been clients that have

1       come in without my involvement, yes.

2           Q.       Who else would approve that, if not --

3           A.       Kevin Harley could. Scott Stark could. Ken  
4 Robinson could have. At least those people, and there  
5 may have been others. But at least those folks. And  
6 I'm relatively sure that clients did come in to the firm  
7 through them without my expressed, whatever you're  
8 asking for, sign off.

9           Q.       Did you have any communications with members  
10 of the media about Phyllis Schlafly or any of the Eagle  
11 Forum entities? I'm not asking about your own  
12 statements on your own show. But I'm asking whether you  
13 made any statements to the media designed to generate  
14 any stories in the media about Phyllis Schlafly or Eagle  
15 Forum entities?

16          A.       Oh, to -- to T stories, you mean?

17          Q.       Yes.

18          A.       Or pitch stories?

19          Q.       Pitch stories or to promote --

20          A.       Yeah.

21          Q.       You did?

22          A.       Yes, we did.

23          Q.       Could you explain when?

24          A.       I -- I don't specifically remember who. But  
25 I remember, you know, several times trying to get Ed

1 Martin placed here, there, or the other place.

2 Q. And this was during the time period of the  
3 alleged agreement?

4 A. Yes.

5 Q. And -- but you don't recall who you tried to  
6 place them with?

7 A. No, not sitting here today, no.

8 Q. Was it to generate a new story, or was it to  
9 get him on a show?

10 A. I think in a couple of instances, it was --  
11 pardon me -- in response to things that were in the  
12 news. And in a couple of other instances, it was to get  
13 him placed.

14 Q. Was it successful?

15 A. I don't think so.

16 Q. None of them were successful, right?

17 A. I don't know. I -- I -- I don't know what  
18 Ed was able to do. We passed off several things off to  
19 him.

20 Q. But as far as you know, you can't identify  
21 any instances where your contacts with the media  
22 resulted in a story or Ed getting on a show?

23 A. If you can refresh my recollection, I --

24 Q. No.

25 A. -- there may be. I don't recall any sitting



1 here right now.

2 Q. Yeah. No. It's not a trick question.  
3 That's fine. You answered it.

4 Have you had involvement with this  
5 conservative majority fund?

6 A. I'm not familiar with the conservative  
7 majority fund.

8 Q. PAC?

9 A. I'm not familiar with them.

10 Q. Okay. Are you involved in PACs?

11 A. Our firm?

12 Q. Yeah.

13 A. We have done some independent expenditures  
14 in political campaigns on behalf of PACs. But we don't  
15 represent any PACs, per se, that I can recall.

16 Q. And those independent expenditures would be  
17 your being retained by a PAC to -- to do an ad campaign  
18 or something?

19 A. Right.

20 Q. And when you do those, is that billed as a  
21 monthly retainer, or is that billed as a per-project  
22 basis?

23 A. Per project. Simply because they're very,  
24 very short durations. In many cases, it wouldn't even  
25 add up to a month.

1 Q. And does Quantum Communications do numerous  
2 per-project engagements?

3 A. We do a fair number. I don't know about  
4 numerous. But we do a fair number, yes.

5 Q. Would you -- could you give me an idea, in  
6 proportion, in terms of proportion of clients, which  
7 ones operate on a per-project engagement and which ones  
8 operate on a monthly retainer arrangement?

9 A. Most operate on a monthly retainer  
10 engagement. I would say, if I had to pull a number out  
11 of the air, based upon my immediate recollection, I  
12 would say probably 80 percent are monthly retainers,  
13 maybe more. I'd have to look specifically at what we  
14 have now and what we've had historically.

15 Q. Is there any policy at Quantum  
16 Communications against doing per-project engagements?

17 A. Of course not.

18 Q. Would you have been interested in doing work  
19 for Eagle Forum Education Legal Defense Fund on a  
20 per-project basis?

21 MR. BUTKOVITZ: Objection to form. Calls  
22 for speculation.

23 BY MR. SCHLAFLY:

24 Q. You can answer.

25 A. We might have been. That -- that was never

1 broached with us. When they came to us, they offered us  
2 a monthly retainer.

3 Q. In the Complaint, paragraph 29, there is an  
4 allegation that --

5 A. Give me a second, please.

6 Q. Sure, yeah.

7 A. Okay.

8 Q. There's an allegation that, On or about  
9 March 10, 2017, QC and Martin orally modified their  
10 agreement to allow for a decreased monthly retainer of  
11 \$10,000 for the subsequent months.

12 Is that based on a discussion you had with  
13 Ed Martin?

14 A. Yes.

15 Q. And what is your understanding as to why he  
16 allegedly modified the agreement?

17 A. He asked if we could, because he believed  
18 that at that point, we were nearing the end of the video  
19 project. And after some conversation, we agreed to  
20 reduce the monthly retainer to \$10,000 for the duration  
21 of our work on the video project. He also agreed or  
22 conceded to scale back the scope of work that we were  
23 otherwise doing for him.

24 Q. Do you have any estimate of how much time  
25 you were spending, up to that point, on these Eagle

1 Forum projects?

2 A. On all of them totally?

3 Q. Yeah.

4 A. A ton. I can tell you that we were  
5 expending more time than we were being compensated for  
6 or should have been compensated for, we were invoicing  
7 for. We were never compensated.

8 Q. Well, about how many employee hours a week,  
9 ballpark?

10 A. I don't know, because we had several  
11 employees working on the Martin slash Eagle Forum Legal  
12 Defense Fund projects at any given time. So we had  
13 several people working on them. I can tell you that I  
14 personally spent a large volume of time working on this  
15 video project.

16 Q. Was that the biggest portion of your time,  
17 the video, compared --

18 A. The biggest portion of my time, with respect  
19 to all of Eagle Forum's --

20 Q. Yeah. Yeah.

21 A. At that juncture, yes. There were other  
22 times when other things, for short periods of time took  
23 precedence. But at -- at the time of mid March, I was  
24 spending a lot of time, because we were wrapping it up.  
25 We were trying to get it done.

1 Q. Well, overall, if you, in fact, ran all the  
2 alleged work --

3 A. It's not alleged work, just so we're clear.  
4 And you can laugh, Mr. Schlafly. It's not alleged work.

5 Q. Well, It's not -- Mr. Gerow, you're an  
6 attorney.

7 A. I am.

8 Q. You know the terminology. What fraction of  
9 that work was the film projects?

10 A. Overall? I don't know.

11 Q. Yeah.

12 A. I -- sitting here today, I -- it's --

13 Q. You --

14 A. -- it's very, very difficult for me to  
15 answer.

16 Q. Do you have any idea?

17 MR. BUTKOVITZ: Objection to form. Are you  
18 asking him to guess?

19 THE WITNESS: Yes.

20 BY MR. SCHLAFLY:

21 Q. I'm asking -- I'm asking him do you have any  
22 idea? I'm asking for -- let me ask, do you keep any  
23 time sheets?

24 MR. FINA: Asked and answered.

25 THE WITNESS: No.

1 BY MR. SCHLAFLY:

2 Q. Does anybody in your firm keep time sheets?

3 A. The only time that we keep time sheets, Mr.  
4 Schlafly, is for any lobbying work that we do because  
5 we're required to do that, and for any projects that we  
6 do on an hourly basis. And we do very, very few  
7 projects on an hourly basis.

8 Q. Do you manage your employees such that you  
9 know what they spend their time on, approximately?

10 A. I know that our employees work exceptionally  
11 hard and do exceptionally good work. And I am daily  
12 advised of what they're doing.

13 Q. Okay. Roughly, what percentage of the time  
14 on an Eagle Forum project was spent on the film project?

15 MR. BUTKOVITZ: Object to form. Asked and  
16 answered.

17 MR. FINA: Same objection.

18 THE WITNESS: And it has been asked and  
19 answered. I'm not sure how much more I can provide you.

20 BY MR. SCHLAFLY:

21 Q. If you don't know, you don't know.

22 MR. BUTKOVITZ: I believe he said he doesn't  
23 know multiple times.

24 THE WITNESS: Yeah.

25 BY MR. SCHLAFLY:

1 Q. Okay. Is that your answer? You don't know?

2 A. It's impossible for me, sitting her right  
3 now, to tell you what percentage was spent specifically  
4 on the video project.

5 Q. I'm asking approximately.

6 A. It was a significant portion.

7 Q. Okay. Was it more than 30 percent?

8 A. I would say it probably was more than 30  
9 percent, yes.

10 Q. Do you know if it was more than 50 percent?

11 A. I don't.

12 Q. Do you know how many employee hours a month,  
13 approximately, was spent on Eagle Forum projects?

14 A. No.

15 Q. Is there any way to find out?

16 A. No.

17 MR. BUTKOVITZ: At any point do you plan on  
18 taking a break?

19 MR. SCHLAFLY: Yeah. This is a good time to  
20 take a break. Thank you.

21 (At 2:52 p.m., a recess was held.)

22 (3:00 p.m.)

23 BY MR. SCHLAFLY:

24 Q. Just a follow-up on the film project. Do  
25 you remember when that started?

1 A. We began working on it in December of 2016.

2 Q. I'd like to have you look at Exhibit 35.

3 MR. SCHLAFLY: Off the record.

4 (At this time, a discussion was held off the  
5 record.)

6 BY MR. SCHLAFLY:

7 Q. I'm just going to ask you about one sentence  
8 here.

9 A. Okay.

10 Q. These are your sworn interrogatory responses  
11 to actually your request by Defendant, Eagle Forum,  
12 which is the other Defendant here.

13 A. Okay.

14 Q. If you turn to page five, and the last  
15 sentence is right above request for admission number  
16 two.

17 It says, Subsequent to that oral  
18 communication --

19 A. Hold on. Just let me find your place.

20 Q. Yeah. Take your time.

21 A. Do you want to point it out to me?

22 Q. Page five. It's the last sentence above  
23 that request for admission two.

24 A. Right here?

25 Q. Yeah. Just read that. And I'll read it in



1 to the record here.

2 A. Yeah.

3 Q. Subsequent to that oral communication, on or  
4 before October 21, 2016, Martin orally agreed, on behalf  
5 of Eagle Forum and EFELDF, which is defined above as  
6 Eagle Forum Education and Legal Defense Fund, to the  
7 terms of the original agreement and continue to direct  
8 the services provided by the Plaintiff.

9 As you sit here today, do you agree with  
10 that statement?

11 A. Yes.

12 Q. Let me ask you why you're suing Ed Martin  
13 personally? Now I understand Ed Martin is in all of  
14 this and is named. But you have sued him personally.  
15 Do you have any claims against Ed Martin personally?

16 MR. FINA: I'm going to object. It calls  
17 for a legal conclusion.

18 THE WITNESS: Yes, to the extent that Mr.  
19 Martin believes that the legal defense foundation was  
20 not responsible for the payment of our services, he  
21 ordered them, directed them, and acknowledged and  
22 approved them.

23 BY MR. SCHLAFLY:

24 Q. Here in this statement, you say that he  
25 agreed, on behalf of Eagle Forum and EFELDF, correct?

1 A. Yes.

2 Q. So according to this statement, you don't  
3 believe that Ed Martin was entering into a personal  
4 agreement?

5 MR. FINA: Objection. That's a totally  
6 inappropriate request. His statement was -- had nothing  
7 to do with Mr. Martin. There was no inquiry about Mr.  
8 Martin in response to this statement. So it's a  
9 misconception of his statement. It's an improper  
10 question.

11 BY MR. SCHLAFLY:

12 Q. You can answer.

13 A. Yeah. I -- again, I don't know what that  
14 oral communication refers to. But I know that Mr.  
15 Martin agreed to the terms of the original agreement  
16 that was made with Quantum Communications prior to  
17 October 21st of 2016. I also know that Mr. Martin  
18 continued to direct our activities, approve our  
19 activities, and consult with us in our activities.

20 Q. Did Ed Martin sign any agreement with  
21 Quantum Communications?

22 A. I don't believe he did.

23 Q. Does Quantum Communications maintain a list  
24 of its clients internally?

25 A. A list? Like a formalized list of some

1 sort? I mean --

2 Q. A list of who your clients are? Do you  
3 enter them in?

4 A. We're -- we're fully aware of who our  
5 clients are. I don't know that we have to have a list.

6 Q. Do you manage that --

7 A. Of course we do.

8 Q. Okay. Was Ed Martin, personally, ever a  
9 client of Quantum Communications?

10 A. Ed Martin was part of a file that was  
11 maintained with respect to activity that he was  
12 authorizing and directing.

13 Q. Did you ever send an invoice to Ed Martin?

14 A. No, not to him personally.

15 Q. Did you ever send anything to Ed Martin at  
16 his residence?

17 A. I don't know. We may have.

18 Q. I'd like to follow up about the CPAC event,  
19 and I'm not asking you to repeat any of your prior  
20 testimony. But would you agree CPAC is the largest  
21 annual gathering of conservatives?

22 A. Certainly like to think that, yes.

23 Q. And did Quantum Communications promise that  
24 Quantum Communications would promote Phyllis Schlafly at  
25 that February, 2017 --

1           A.       We discussed with Ed Martin efforts to  
2 promote Phyllis Schlafly at that event. As I testified  
3 earlier, Ed wanted to be a speaker on the main stage  
4 himself. That simply wasn't going to occur, despite  
5 significant effort on my part. There was no way around  
6 the fact that he had considerable legal problems at that  
7 point and was not in a position to take the main stage  
8 at CPAC. There was nobody else that he suggested do  
9 that in his stead.

10                 What he wanted us to then do, was to promote  
11 -- promote is maybe a bad word -- to distribute her book  
12 to the widest audience that we could. And I asked him  
13 if he was willing to provide those for free, if we could  
14 get the folks that run CPAC to agree to let us  
15 distribute them at the dinner, the Reagan dinner, which  
16 is, as I said previously, the -- it's now the only  
17 dinner. But I think at that point, it was the major  
18 dinner of CPAC.

19           Q.       And we've discussed the books already. I  
20 want to ask if there's -- there were any other efforts  
21 you made. I believe you did mention Matt Schlapp -- you  
22 thought it was Matt Schlapp.

23           A.       I'm pretty sure it was Matt.

24           Q.       -- promoting Phyllis Schlafly from the  
25 podium. And you couldn't remember completely, but

1 that's fine. To the best of your recollection, you  
2 thought probably Matt Schlapp. But was there anything  
3 else, in addition to that, that you sought to do -- not  
4 that happened -- let's just start with that you  
5 attempted to do to promote Phyllis Schlafly?

6 A. I -- I talked with Michael Reagan about it.  
7 And the unfortunate situation with his keynote address,  
8 as you termed it, was it really wasn't an address. It  
9 was an interview. And so he wasn't really able to pivot  
10 off of the questions that were asked him to go there.  
11 And we talked about it subsequent to the -- to the  
12 event. But he was also going to mention her. But she  
13 certainly was very prominent at that dinner.

14 Q. Well, I'm trying to say was there anything  
15 in addition to the books, in addition to maybe Matt  
16 Schlapp mentioning her. Was there anything -- and you  
17 said you attempted to get Michael Reagan to plug her --

18 A. Right.

19 Q. And -- that didn't happen. Was there  
20 anything else that you attempted to do in the entire  
21 CPAC --

22 A. Well, we attempted to get Ed Martin on as a  
23 speaker.

24 Q. Right? Right.

25 A. And that just was a nonstarter.

1 Q. Who -- who shot that down? I mean -- I'm  
2 not going to cause any problems for anybody. And if you  
3 don't want to say -- you know what, if you don't want to  
4 say, that's fine. But was it an individual that shot it  
5 down?

6 A. It was a unanimous opinion among several  
7 people that were responsible for developing the main  
8 stage speaker.

9 Q. Was there anything else, in addition to what  
10 you've mentioned, to promote Phyllis Schlafly or Eagle  
11 Forum Education and Legal Defense Fund, or any of the  
12 Eagle Forum entities?

13 A. Not that I recall. It was a pretty  
14 substantial amount of stuff.

15 Q. At -- and we're talking about at the CPAC  
16 event?

17 A. No. No. No. Just so we're clear. Yes,  
18 at CPAC. No, I don't recall anything else.

19 Q. And would you agree that there are numerous  
20 potential donors to Eagle Forum entities who attend  
21 CPAC?

22 A. I'm sure there are potential donors there,  
23 yes.

24 Q And would he agree that there's a lot of  
25 publicity about CPAC in the media?

1 A. Yes.

2 Q. And are you aware of any publicity that got  
3 in to the media from that CPAC event with respect to  
4 Phyllis Schlafly?

5 A. No.

6 Q. Were you disappointed by that?

7 A. No.

8 Q. Why not?

9 A. That wasn't the purpose. And it was -- if  
10 that had been our expectation -- anybody's expectation,  
11 I would have told them that was a highly unreasonable  
12 and unlikely expectation. You know, you come out of  
13 CPAC, there's very little that is focused on  
14 individuals, other than the president's speech from the  
15 main stage. I mean it's just not the way it works.

16 Q. Were you disappointed -- well, are you aware  
17 of any donations that were made to any of the Eagle  
18 Forum entities because of that CPAC event?

19 A. I'm not aware of any, no.

20 Q. Was that a disappointment?

21 A. I -- I'm not aware, so I couldn't be  
22 disappointed by it.

23 Q. Are you aware that that was the first CPAC  
24 after Phyllis Schlafly passed away?

25 A. I am.

1 Q. What's Robert Heckman doing today?

2 A. He is a principal in Capital City Partners,  
3 and he continues to do advocacy campaigns for  
4 conservative organizations and conservative causes.

5 Q. Based in D.C?

6 A. Based in D.C.

7 Q. Where is the DeFund Berkeley campaign today?

8 A. I don't know. I -- I assume that the domain  
9 is still extant, but I don't know that. I don't know  
10 how long we paid for it to remain.

11 Q. All right, sir. Any loose ends on any of  
12 the projects that we've discussed? We covered the film  
13 project pretty extensively. I just asked about DeFund  
14 Berkeley campaign. Are there any other loose ends you  
15 can think of?

16 A. No.

17 Q. Is it correct that you --

18 A. Sorry.

19 Q. That's okay. Off the record.

20 (At this time, a discussion was held off the  
21 record.)

22 BY MR. SCHLAFLY:

23 Q. It says in your Complaint that you went to  
24 Saint Louis for the January 2017 film project; is that  
25 correct?



1 A. Yes.

2 Q. Did you go to D.C. for the February 2nd,  
3 2017 filming of Ambassador Faith Whittlesey?

4 A. Yes.

5 Q. And did you participate in that filming -- I  
6 don't mean appearing on camera, but did you supervise  
7 it?

8 A. I supervised it and I appeared on camera.

9 Q. Did you know Faith Whittlesey?

10 A. I knew her very, very well. I knew her for  
11 over 45 years. Not at that point, but at the point of  
12 her decease, I had known her for about 45 years.

13 Q. Do you know whose idea that was to interview  
14 Faith Whittlesey?

15 A. Mine.

16 Q. How did the interview go?

17 A. It went well. Faith had some misgivings  
18 about Ed Martin personally. And so I had to go down and  
19 do a preinterview with her in Washington D.C. But when  
20 we sorted through all of the concerns that she had, I  
21 thought the interview went very well.

22 Q. The interview was primarily about Phyllis  
23 Schlafly, though, wasn't it?

24 A. But Ed had asked us with each of the people  
25 that we interviewed, to sort of credential him as Mrs.

1 Schlafly's heir or heir apparent or successor. And so  
2 that was something that at his direction, we were doing.  
3 And that was the point at which Faith had some serious  
4 reservations.

5 Q. Do you know anything about this allegation  
6 with respect to the Weyrich lunch in paragraph 33? And  
7 you can open to see it. What happened to -- can you  
8 give him back the Complaint?

9 MR. FINA: I think it went --

10 THE WITNESS: Is it in this pile?

11 MR. FINA: -- to the court reporter.

12 THE WITNESS: Yeah I think it disappeared  
13 into thin -- Kevin Harley took it.

14 MR. BUTKOVITZ: Which document are we  
15 looking for now?

16 THE WITNESS: Exhibit 33.

17 MR. FINA: I don't even have a copy.

18 THE WITNESS: It was here. It was here. You  
19 gave it to me previously.

20 MR. FINA: That's 34.

21 (At this time, a discussion was held off the  
22 record.)

23 BY MR. SCHLAFLY:

24 Q. Sir, if you could turn, Mr. Gerow, to  
25 paragraph 33. That starts on page 9, carries over to

1 page 10, of Harley Exhibit 2?

2 A. Page which?

3 Q. 9 to 10.

4 A. Okay. Yes.

5 Q. And it's not a trick question, but I'm  
6 asking what you know about that.

7 A. The Weyrich lunch has existed for many  
8 years, originally constituted by Paul Weyrich, who was a  
9 long-term conservative leader, who unfortunately passed  
10 away. It is a gathering of substantive conservative  
11 leaders who get together for lunch once a week.

12 Q. Thank you. That, I know, but the Court  
13 won't know that, necessarily.

14 I want to follow up and see why it would be  
15 an issue getting Ed Martin's attendance at that  
16 luncheon. I've been to the luncheon myself.

17 A. I don't know that it was a quote/unquote  
18 issue. Ed called me up and asked me if I could help  
19 him. He knew that I knew the folks that ran the Weyrich  
20 luncheon, and I told him that I would. I called them,  
21 and they eventually called me back and agreed to have Ed  
22 there. And Ed had already done it on his own. So he --  
23 he -- and he told me he was going to make calls, you  
24 know, contemporaneous with the ones we made. But he had  
25 gotten to somebody else who said sure. I don't think it

1 was an issue of any contentiousness.

2 MR. SCHLAFLY: Off the record.

3 (At this time, a discussion was held off the  
4 record.)

5 BY MR. SCHLAFLY:

6 Q. All right. So Mr. Gerow, if you could  
7 explain how Quantum Communications started and whether  
8 you are one of the founders?

9 A. I was. It was founded in 2001. It existed  
10 for some period of time under the Fictitious Name  
11 Registration Act. And then it was constituted as a  
12 Pennsylvania For-Profit Corporation.

13 Q. And what percentage of Quantum's work falls  
14 in to different categories? Again, just ballpark. I  
15 know you do some lobbying.

16 A. Very, very limited lobbying. And let me  
17 explain that to you, just so we're clear.

18 It's some years ago, the Pennsylvania  
19 General Assembly passed a lobbying disclosure law. We  
20 hadn't previously had one in effect. And in that, they  
21 said if you do anything quote/unquote directly or  
22 indirectly, you had to register under the Lobbying  
23 Disclosure Act. And we took a very conservative and  
24 cautious approach to that so that anything that impacted  
25 on Pennsylvania legislation, we registered for it, even

1 where, in many instances, we've never done any  
2 quote/unquote lobbying, per se.

3 So I just wanted to give that you context on  
4 the lobbying. So we do quote/unquote some lobbying.  
5 I'd say it's probably 10 percent of our business. The  
6 alliance share of our business is issue advocacy, and  
7 the rest is two things, public relations -- well, three  
8 things, public relations, crisis communications, and  
9 video production and digital production.

10 BY MR. SCHLAFLY:

11 Q. And the issue advocacy, do people retain  
12 Quantum Communications to issue advocacy because you  
13 know how to place ads and do you produce ads, too? Is  
14 that the idea, or is it more on the side of sort of  
15 planning stories and getting people on television?

16 A. It's mostly -- no. It's mostly grassroots  
17 and grass tops campaigns. But we have, on a regular  
18 basis, produced ads and placed them in the media.

19 Q. And you have about five full-time employees;  
20 is that right?

21 A. At the time of this contract, we had  
22 significantly more than that. I would have to go back  
23 and look at exactly how many we had.

24 Q. Oh, that's interesting. So it -- you were a  
25 little bigger. And it would have been as many as 10

1 employees at the time frame we're talking about in this  
2 case?

3 A. Probably. Yeah. I would say -- that might  
4 have included interns, but we would have probably had 10  
5 people at that point.

6 Q. Do you have anything to do with the  
7 invoicing? Do you manage that, or is that done by an  
8 invoicing company?

9 A. At that point, it was done by Ken Robinson  
10 exclusively.

11 Q. And what would you say is your principal  
12 area of responsibility in the firm? I know you do a lot  
13 of different things, but obviously, you don't do  
14 invoicing. It seemed like Kevin Harley did some  
15 different things. It seemed like he was maybe more of  
16 media relations. How would you characterize yourself?

17 A. I'm the president of the firm. I am  
18 responsible for the overall management of the firm. I'm  
19 responsible for the business development of the firm.  
20 I'm developed -- I'm responsible for being the face and  
21 voice of the firm. And I provide a lot of strategic  
22 counsel and advice to virtually all of our clients.

23 Q. Do you know any of the individuals, other  
24 than Faith Whittlesey, came up, that you had known her a  
25 long time? Obviously you had dealings with Ed Martin.

1 Are there any other individuals in Eagle Forum entities  
2 you happened to have known prior to this?

3 A. I knew Mrs. Schlafly very well.

4 Q. Is that right?

5 A. Yes.

6 Q. How did you know her?

7 A. I don't know where I first met her, but I  
8 think it was in the first Reagan campaign. So it had  
9 been for quite a while. And, you know, I didn't see her  
10 all that regularly, but I often saw her at conservative  
11 functions. I remember we helped her in an event that  
12 she regularly did at the Republican National Convention  
13 in -- it was in Minnesota, so I have to get the right  
14 year, 2008.

15 Q. Um-hum. Would that have been, The Life of  
16 The Party event?

17 A. Yes. Yes.

18 Q. And did you help in sort of promoting  
19 attendance --

20 A. Yeah.

21 Q. -- and publicizing?

22 A. We did that through Bob Heckman, and we did  
23 it as volunteers.

24 Q. Oh, wow.

25 A. And I had always attended that party, going

1 back to '80 or '84, whenever I -- I don't remember the  
2 first one. But we always attended that party and  
3 contributed.

4 MR. SCHLAFLY: No further questions.

5 EXAMINATION

6 BY MR. BUTKOVITZ:

7 Q. Good afternoon, Mr. Gerow.

8 A. Good afternoon.

9 Q. Just to introduce myself on the record. Ed  
10 Butkovitz here on behalf of Eagle Forum.

11 So I'm going to try to make this as quick as  
12 possible. Let's start with -- I just want to be clear  
13 on the identities of the parties and how they relate to  
14 this case.

15 So there's a lot of talk in the Complaint,  
16 testimony today separately referencing Eagle Forum,  
17 Eagle Forum Education and Legal Defense Fund. Do you  
18 understand that those are two separate legal entities?

19 A. Yes.

20 Q. Is it your understanding that Eagle Forum is  
21 a 501c4?

22 A. That's my understanding.

23 Q. Is it your understanding that Eagle Forum  
24 Education and Legal Defense Fund is a 501c3?

25 A. That is also my understanding.



1 Q. When -- what role did you have in either --  
2 strike that. After the letter -- I'm going to direct  
3 you to Harley 2, which is the Amended Complaint.

4 A. Okay. I've got that in front of me, yes.

5 Q. So the written agreement that's -- that we  
6 keep talking about, did you see this after it was  
7 signed?

8 A. Yes.

9 Q. Okay. If you look at the first sentence,  
10 which reads --

11 A. Excuse me just one second. Let me find it.  
12 Okay.

13 Q. Yeah. It reads, This letter sets forth the  
14 terms of our engagement for Eagle Forum, and then in  
15 handwritten addition, it says education and legal  
16 defense fund -- I'm sorry, Eagle Forum Education and  
17 Legal Defense Fund, a 501c3 organization, parentheses,  
18 Eagle Forum, close parenthesis.

19 A. Yes.

20 Q. Did you understand that to define the term  
21 Eagle Forum to refer to that entity?

22 A. Help me out again. I'm not sure I  
23 understand your question.

24 Q. Yeah. It was a bad question. You're an  
25 attorney by -- by background, correct?

1 A. I am.

2 Q. Okay.

3 A. That probably makes it worse.

4 Q. Right. Do you know what a defined term is?

5 A. Yes.

6 Q. Do you see here the use of Eagle Forum as a  
7 defined term?

8 A. Yes.

9 Q. And that defined term defines Eagle Forum as  
10 Eagle Forum Education and Legal Defense Fund, a 501c3  
11 organization?

12 A. Yes.

13 Q. So is it fair to say that all the subsequent  
14 references to Eagle Forum are also referring to Eagle  
15 Forum Education and Legal Defense Fund, a 501c3  
16 organization?

17 A. Yes.

18 Q. Was it your understanding that this  
19 additional handwritten -- strike that. Was this  
20 addition in handwriting done by Ian?

21 A. I believe so.

22 Q. Okay. Is it your understanding that that  
23 addition --

24 A. I think it's initialed by him, as well. I'm  
25 sorry. Go ahead.

1 Q. Is it your understanding that that addition  
2 did not change anything about the agreement? It simply  
3 clarified the agreement?

4 A. That was my understanding and belief.

5 Q. Is it your position that Eagle Forum, a  
6 501c4 organization entered into this agreement?

7 A. No.

8 Q. Did Eagle Forum, a 501c4 organization ever  
9 request or receive services from Quantum Communications?

10 A. Not that I'm aware of.

11 Q. Okay. If I refer to Quantum Communications  
12 as QC, is that fine with you?

13 A. Yeah. That's fine. You can refer to us as  
14 any way you want, yes.

15 Q. So go back a couple of pages to the Amended  
16 Complaint. I'll direct you to --

17 A. Which page are we on now?

18 Q. Yeah. I'll direct you one second. Page 6,  
19 paragraph 17.

20 A. Okay.

21 Q. So the first sentence, Subsequent to that  
22 communication, on or before October 21st, 2016, Martin  
23 agreed, on behalf of Eagle Forum, to the terms of the  
24 original agreement and continued, along with Ian Northon  
25 to direct the services provided by QC.

1 Do you see that?

2 A. Yes.

3 Q. Should that refer to Eagle Forum -- or  
4 strike that. Is that referring to Eagle Forum 501c4  
5 organization?

6 A. No.

7 Q. Is that intended to refer to Eagle Forum  
8 Education and Legal Defense Fund, a 501c3 organization?

9 A. Yes.

10 Q. When you were first approved -- strike that.  
11 In September and October of 2016, were you aware of  
12 litigation between warring factions within the Eagle  
13 Forum 501c4 organization?

14 A. Yeah. That was the reason that we were  
15 approached in the first place.

16 Q. And that was to provide what services  
17 related to that litigation?

18 A. Crisis communications services on behalf of  
19 Ed Martin and the 501c3.

20 Q. So was it your understanding, from day one,  
21 that since there was a dispute internally within Eagle  
22 Forum, that Ed Martin did not necessarily have authority  
23 to bind Eagle Forum to an agreement?

24 A. That's correct. Although we weren't  
25 abundantly clear in that regard.

1 Q. My understanding is Mr. Martin may have held  
2 himself out that he was the correct leader, but there  
3 was at least a dispute that you were aware of as to who  
4 the leader is?

5 A. That -- that is better stated, yes.

6 Q. So paragraph 22 on page 7 refers to QC  
7 organizing and promoting a reception during the  
8 presidential inaugural on January 21st, 2017?

9 A. Yes.

10 Q. Was that provided for the benefit of Eagle  
11 Forum, the 50c4?

12 A. No.

13 Q. Was that provided for the benefit of Eagle  
14 Forum Education and Legal Defense Fund, a 501c3?

15 A. Yes.

16 Q. Paragraph 23 on page 8?

17 A. Yes.

18 Q. There's reference to this film project  
19 that's been extensively received testimony on. There's  
20 reference there to Eagle Forum's board members and  
21 Martin. What -- what board members was this referring  
22 to?

23 A. I believe that all of those board members  
24 were, at that time, board members of the Legal Defense  
25 Fund, the 501c3 entity.

1 Q. Do you know what the gang of six is?

2 A. Yes.

3 Q. Were those the individuals that were in  
4 conflict with Mr. Martin and his supporters over control  
5 of Eagle Forum --

6 A. Yes.

7 Q. -- the 501c4?

8 A. Yes.

9 Q. Were any of those gang of six board members  
10 that were being referenced here?

11 A. No.

12 Q. Did you ever send any invoices to Eagle  
13 Forum 501c4?

14 A. No. Not that I'm aware of. I don't believe  
15 we did. But I don't want to say with metaphysical  
16 certainty that we did. I don't think we did.

17 Q. Did you ever approach Anne Cori or anyone  
18 else --

19 A. No.

20 Q. -- at Eagle Forum about approving or paying  
21 of -- for services provided under this agreement?

22 A. No. I have not spoken with Ms. Cori.

23 Q. Do you know if Ed Martin is an attorney?

24 A. I believe he is.

25 Q. When you were sending him the invoices on a

1 monthly basis, did he ever write to you disclaiming  
2 them?

3 A. Never.

4 Q. Let's look real quick. If you turn to, this  
5 is Exhibit 34. It's the big packet.

6 A. Okay.

7 Q. If you turn to the page labeled QC-63. It's  
8 an e-mail exchange.

9 A. Okay. Just one second. Okay.

10 Q. It's an e-mail exchange related to this  
11 DeFund Berkeley --

12 A. Yes.

13 Q. -- component of the work you were providing?

14 A. Right.

15 Q. Do you see, towards the bottom there,  
16 request for approval that is then obtained from Mr.  
17 Martin?

18 A. Yes.

19 Q. At this point in time, had Mr. Martin ever  
20 disclaimed the -- the written agreement that's the  
21 subject of this litigation?

22 A. No, he had not.

23 Q. In the amended complaint where you refer to  
24 that second conversation as --?

25 A. Okay. Let me -- let me switch from here to

1 here.

2 Q. Where you were refer to the October -- on or  
3 before October 21st, 2016? Does that date jump out?

4 A. Yes. Yes.

5 Q. How did you arrive at that date? I know  
6 it's not necessarily on that date, but how did you come  
7 to select that date as the on or before date?

8 A. I don't specifically recall. If you can  
9 refresh my recollection.

10 Q. Yes. I'm going to try.

11 A. Okay.

12 Q. So --

13 MR. BUTKOVITZ: Was this introduced as an  
14 exhibit --

15 MR. FINA: No.

16 MR. BUTKOVITZ: -- previously?

17 MR. SCHLAFLY: Previously, it was. Monday,  
18 it was.

19 BY MR. BUTKOVITZ:

20 Q. See if I don't have to show it to you at  
21 all.

22 The warring faction litigation that you were  
23 engaged to provide support on, am I correct that that  
24 was litigation in Madison County, Illinois?

25 A. I believe it was, yes.



1 Q. Were you -- at least today, are you aware of  
2 a TRO Order that was entered in that Matter that  
3 stripped Mr. Martin of any authority?

4 A. I -- I'm aware that there was one entered,  
5 yes.

6 Q. Do you know when that order was dated?

7 A. I'm guessing that it was on or about October  
8 21st. See how quick I am.

9 Q. It's actually dated October 20th, 2016.  
10 When did you become aware of this order?

11 A. Shortly thereafter.

12 Q. Were you advised, prior to entry of this  
13 order, that the Motion that resulted in the order had  
14 been filed?

15 A. Yes.

16 Q. In other words --

17 A. Yeah. We were aware of the process of  
18 litigation.

19 Q. So you were aware that there was a dispute  
20 over Mr. Martin's removal and authority to act on behalf  
21 of Eagle Forum?

22 A. We were. That was, as I said, that was the  
23 genesis of our original -- originally being contacted by  
24 Mr. Northon.

25 MR. BUTKOVITZ: No further questions.

1 MR. FINA: I have a few questions.

2 EXAMINATION

3 BY MR. FINA:

4 Q. You were asked a series of questions about  
5 CPAC and questions about whether you got feedback from  
6 your involvement in CPAC in relation to Mr. Martin  
7 and/or the legal defense fund. Do you recollect those  
8 questions?

9 A. Yes.

10 Q. And did you have any separate agreement with  
11 Mr. Martin and/or the Legal Defense Fund involving your  
12 work with CPAC on their behalf?

13 A. No.

14 Q. Specifically, was there any agreement,  
15 separate and apart from the agreement alleged in the  
16 Complaint of Quantum Communications that in any way  
17 required you or obligated you to fundraise for Mr.  
18 Martin or the legal defense fund at CPAC?

19 A. No. And, in fact, we specifically set forth  
20 to both Mr. Martin and to Mr. Northon that we don't do  
21 fundraising. That's simply not our discipline that  
22 Quantum Communications engages in.

23 Q. And, in fact, your agreement -- the original  
24 agreement in September of 2016 does not reference in any  
25 way, shape, or form, fundraising, correct?

1 A. That's correct.

2 Q. And no subsequent oral agreement or addition  
3 to that agreement ever involved an obligation to perform  
4 fundraising, correct?

5 A. That's correct.

6 Q. The books that you were provided to  
7 distribute at CPAC, was it very clear, in your  
8 conversations with Mr. Martin, that that was your sole  
9 obligation, to distribute those books at CPAC? You  
10 weren't required to do anything else vis-a-vis the  
11 books?

12 A. No, absolutely not. Put them on the chairs  
13 at the tables.

14 Q. So there's no agreement or even expectation  
15 that these books would somehow garner a financial result  
16 --

17 A. No. To the contrary --

18 Q. -- for -- for the Legal Defense Fund and/or  
19 Mr. Martin?

20 A. No. And to the contrary. I mean that was  
21 never anything that was discussed, contemplated. And  
22 had it been discussed, I would have said well, that's an  
23 unrealistic expectation.

24 Q. And there was no insert sent with the books  
25 from Mr. Martin or from the Legal Defense Fund asking

1 for donations or anything like that that was included  
2 with those books?

3 A. Not that I'm aware of. If there was  
4 anything inserted in the books, I'm -- I -- I wouldn't  
5 know. I read the book, and there wasn't one in mine.  
6 But I'm not saying that there wasn't in any of the  
7 others.

8 Q Was there ever any expression to you by Mr.  
9 Martin or anybody else associated with the Legal Defense  
10 Fund regarding disappointment, dismay, objection, about  
11 a lack of contributions resulting from the CPAC event?

12 A. Not one word.

13 MR. FINA: I have no further questions.

14 MR. SCHLAFLY: I just have a few questions  
15 relating to these other questions.

16 EXAMINATION

17 BY MR. SCHLAFLY:

18 Q. Mr. Gerow, you were asked to refer to this  
19 QC-6 3 in Exhibit 34. You still have it open. It's  
20 that same page.

21 A. Okay. I was going to fish for it.

22 Q. The question was along the lines of whether  
23 at the time of this e-mail, Ed Martin had previously  
24 ever disclaimed the alleged agreement with Quantum  
25 Communications?

1 A. That's correct.

2 Q. And your answer was along the lines of no.  
3 And I just want to ask for clarification on that,  
4 because in your interrogatories and in your pleading,  
5 there is a statement that he disclaimed it, and then he  
6 reentered into it. And is that what you meant --

7 MR. BUTKOVITZ: Objection to form. It  
8 mischaracterizes the documents.

9 MR. FINA: I join that.

10 BY MR. SCHLAFLY:

11 Q. Well, all right. I'll just ask directly.  
12 Did Ed Martin disclaim the agreement, and is it your  
13 position that he later then reentered into it?

14 A. That is correct.

15 Q. And then in connection with the CPAC event,  
16 I'm impressed that you said you've read the book. And  
17 if you don't remember, that's fine. But do you remember  
18 what the book was?

19 A. It was an anthology of speeches and writings  
20 of Mrs. Schlafly.

21 Q. Was it on the topic of Donald Trump? Does  
22 that ring a bell?

23 A. I read several -- the one that we  
24 distributed at CPAC, I'm not exactly. Because, as you  
25 know, there was more than one volume, and I read them

1 all.

2 Q. Well, I'm impressed by that. But in terms  
3 of the event -- I mean some of your work, even though  
4 it's not directly fundraising, if you're promoting a  
5 legacy of someone, and let me ask you, was that part of  
6 your work, to promote the legacy of Phyllis Schlafly?

7 A. Yes, it was.

8 Q. And in promoting that, wouldn't you agree  
9 that that implies attracting some donors to keep the  
10 work going?

11 MR. BUTKOVITZ: Objection to form.

12 MR. FINA: I join that.

13 THE WITNESS: I believe that it would have  
14 that effect. But there are a number of steps that would  
15 be taken to actualize or realize the receipt of money  
16 based upon the promotion that we would do. And that  
17 would have been up to Ed and his staff to do, not up to  
18 us.

19 BY MR. SCHLAFLY:

20 Q. It would be -- okay. I understand what  
21 you're saying. And you're not required to do it  
22 directly. But economically, you can't just spend,  
23 spend, spend. Some money's got to start coming in,  
24 right? So wouldn't you agree that your work was partly  
25 with the purpose of promoting donations?

1           A.       Yes. And let me just say, you know, had the  
2 video project been brought to fruition, I think it would  
3 have had a very significant impact on the overall brand  
4 of the Legal Defense Fund because of Mrs. Schlafly's  
5 incredible legacy, and I think that would have provided  
6 a platform from which Mr. Martin and his staff could  
7 have raised money.

8           Q.       And would you agree that at the CPAC event  
9 specifically, that it was a reasonable expectation that  
10 there would be some donations that would follow, not  
11 directly from your work, but indirectly from your work  
12 to promote --

13           MR. BUTKOVITZ: No. Objection to form.

14           THE WITNESS: I wouldn't -- I wouldn't say  
15 that in way, shape, or form, regardless --

16           MR. FINA: I'm sorry. You've got to let  
17 Counsel.

18           MR. BUTKOVITZ: That's all right. That's  
19 all right. Just try to slow it down in the future.

20           MR. FINA: I'm sorry. You can continue.  
21 Did you finish?

22           THE WITNESS: No. I wanted to let him  
23 interpose --

24           MR. BUTKOVITZ: We'll just leave it as  
25 objection to the form for now.

1 BY MR. SCHLAFLY:

2 Q. All right. If you explain it, though.  
3 You don't think it's reasonable to expect some donations  
4 to come -- I mean obviously, if she's not promoted at  
5 CPAC, then you would not expect any donations. But  
6 there are -- would you agree that there are potential  
7 donors who attend CPAC? Let's start with that.

8 A. The promotion of Mrs. Schlafly's legacy, in  
9 my judgment, was never a one-to-one nexus that if we  
10 promote her legacy, that money is going to flow as a  
11 result from that promotion to the Legal Defense Fund.  
12 And if anybody had asked me, I would have said that's a,  
13 I'll try to put it kindly, stretch to believe that. It  
14 simply doesn't work that way. And to believe that  
15 somebody is going to walk into the CPAC dinner, pick up  
16 the book that Mrs. Schlafly wrote, read it, be logically  
17 impressed by that, and then whip out their checkbook and  
18 send a contribution to the Legal Defense Fund to me is  
19 incredible.

20 Q. Well, I agree with you saying it's not going  
21 to be a one-to-one correlation. But wouldn't you agree  
22 that if you distribute promotional material to 800  
23 people, that it's reasonable to hope that you get at  
24 least one donation?

25 MR. BUTKOVITZ: Objection to form. I mean



1 reasonable from whose standpoint?

2 BY MR. SCHLAFLY:

3 Q. He understands.

4 A. No, I don't. I think what's reasonable is  
5 to believe that that promotion, if people were then  
6 solicited, might result in contributions, yes. But to  
7 believe that somebody is just going to get a book, go  
8 home and say I've got to send a check, I think is an  
9 unreasonable expectation. Yes.

10 Q. So you view that promotional work as sort of  
11 laying the groundwork for another sort of direct  
12 funding?

13 A. Absolutely. It's part of a branding process  
14 that Ed wanted to undertake and spoke to us about on  
15 multiple occasions. And we explained the strategy to  
16 him. Where, I think, things get really off track is  
17 where people believe that one thing is automatically  
18 going to open up a floodgate and through no effort on  
19 behalf of the entity, that money is simply going to flow  
20 into the coffers. I think that's an unrealistic  
21 expectation.

22 Q. All right. Okay. Put aside the donations.  
23 Wouldn't you expect that if you promoted somebody to 800  
24 people, that the hope is that you would get some  
25 positive feedback, even if it's not a check? You would

1 get somebody emailing you back and say I like that book  
2 I got. I heard your name here. If you would get  
3 something, other than just radio silence to take a term  
4 from your --

5 MR. FINA: Objection to form. Speculation.

6 MR. BUTKOVITZ: Objection.

7 THE WITNESS: Yeah. You had asked me if I  
8 had gotten any feedback. I don't know how anybody  
9 sitting in that room would have known I had anything to  
10 do with it. They weren't in the room when I was handing  
11 out the book. I don't know why people would be running  
12 up to me saying this is the greatest thing I've ever  
13 seen, you know. This is tremendous. Where can I get  
14 more copies, where can I send a contribution? No. I --  
15 that didn't surprise me in the least.

16 MR. SCHLAFLY: No further questions.

17 BY MR. FINA:

18 Q. Was any -- I'm sorry, Ed.

19 MR. BUTKOVITZ: None for me.

20 EXAMINATION

21 BY MR. FINA:

22 Q. Was any part of the obligation to pay  
23 Quantum Communications for their services linked to  
24 fundraising or donations to the Legal Defense Fund?

25 A. None.

1 Q. Was that ever discussed explicitly,  
2 implicitly, in any way, shape, or form?

3 A. No, it was not.

4 Q. You were asked about Mr. Martin disclaiming  
5 the agreement, the original agreement. Do you recollect  
6 that question?

7 A. Yes.

8 Q. To be clear, isn't it accurate that Mr.  
9 Martin never disclaimed any terms of that agreement.  
10 Instead, disclaimed whether or not Mr. Northon had the  
11 authority to enter into that agreement?

12 A. That is -- that is better stated. And you  
13 are correct. What he disclaimed was Attorney Northon's  
14 ability or authority to execute that agreement.

15 Q. Which was subsequently cured by Mr. Martin  
16 himself?

17 A. That's correct.

18 MR. SCHLAFLY: Objection. Calls for a legal  
19 conclusion.

20 THE WITNESS: That is correct.

21 MR. FINA: I have no further questions.

22 MR. SCHLAFLY: Okay. Just one follow-up.

23 BY MR. SCHLAFLY:

24 Q. With your own clients, when you do work for  
25 your other clients, do any of your clients have an

1 expectation to get some revenue in to show for their  
2 expenses that they've paid you?

3 MR. BUTKOVITZ: Objection to form. Calls  
4 for speculation.

5 MR. FINA: Same objection.

6 THE WITNESS: I have no idea what they  
7 expect.

8 BY MR. SCHLAFLY:

9 Q. Well, you must have an idea of what your  
10 clients expect?

11 MR. BUTKOVITZ: Object to form.

12 THE WITNESS: I know that our clients are  
13 very satisfied with your work. So, you know, to the  
14 extent that they have expectations, those expectations  
15 are met and exceeded.

16 BY MR. SCHLAFLY:

17 Q. Are you saying none of your clients ever  
18 raise the issue of how they're going to cover their  
19 costs?

20 A. None ever has.

21 MR. BUTKOVITZ: Objection to form.

22 THE WITNESS: None ever has. I'm happy to  
23 state that on the record. None ever has.

24 MR. SCHLAFLY: No further questions.

25 MR. FINA: Nothing.

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MR. BUTKOVITZ: None from me.

THE WITNESS: Have a good weekend, everyone.

(At 3:50 p.m., the deposition was  
concluded.)

## C E R T I F I C A T I O N

I, Colleen V. Wentz, RMR, CRR, hereby certify that the proceedings and evidence noted are contained fully and accurately in the notes taken by me during the course of this deposition, and that this is a correct transcript of the same.

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Colleen V. Wentz, RMR, CRR  
Court Reporter, Notary Public

The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.

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